

Agenda Item Form

Agenda Date: 04/20/04

Districts Affected: All

Dept. Head/Contact Information: Police Department, Interim Deputy Chief, Paul Cross, (915) 564-7039

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> | | |

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☒ Other Source: Confiscated Funds

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

This position is necessary to ensure the physical operation of the Police Department's volunteer program.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary and Benefits

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

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CITY CLERK'S OFFICE

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **MARLO L. TENA**, to assist the Police Department as a Department Volunteer Coordinator at an hourly rate of \$13.24 for 40 hours per week. The term of the contract shall be for the period of April 24, 2004 through April 23, 2005.

APPROVED this 20th day of April, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **MARLO L. TENA**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Police Department, desires to employ the Employee as a Department Volunteer Coordinator; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Police Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about April 24, 2004 and be completed by April 23, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at an hourly rate of Thirteen and 24/100 Dollars (\$13.24). The employee shall work a minimum of forty (40) hours per week. Employee is classified as non-exempt and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be

eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Police Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee

at the following addresses:

CITY: City of El Paso
Police Department
Attn: Interim Chief
911 N. Raynor
El Paso, Texas 79901-1196

EMPLOYEE: Marlo L. Tena

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 20th day of April, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Marlo L. Tena

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Richard Wiles, Interim Chief
Police Department

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 4/8/04

ATTACHMENT "A"

SCOPE OF DUTIES

Department Volunteer Coordinator

Duties:

- Recruit and assign volunteers to multiple work sites.
- Ensure adequate provision of services to the Department
- Develop and coordinate community awareness of volunteer program
- Serve as team member in interagency venture with public and private agencies providing volunteer services
- Train volunteers and monitor performance
- Supervises assigned subordinates
- Perform related administrative duties as required
- And other duties as assigned

Marlo Leticia Tena

Professional Profile

Highlights of my qualifications;

- Proven ability to work with volunteers from all ages and ethnic backgrounds.
- Excellent skills in communication and collaboration.
- Detail Oriented.
- Outstanding public relation skills.
- Highly motivated and organized problem solver.
- Strong Planning and Administration skills.

Professional Experience

El Paso Police Department, Elderly & Domestic Abuse Prevention Unit, El Paso, TX

April 2002 through Present

Volunteer Program Coordinator

Achievements:

- Established and Developed processes to manage the volunteer program.
- Increased the number of volunteers by 52 % in 2002.
- Raised and encouraged department employees to contribute to the Combined Charities Campaign. (2002, raised \$26,000; 2003, raised \$22,000)
- Improved and organized the annual volunteer award Ceremony with a limited budget and developed an awards system.

Responsibilities:

- Volunteer program management includes recruiting, interviewing, screening and selecting and volunteer job fit placements.
 - Volunteer orientation, ongoing in-service training and development of materials to support the function.
 - Supervision of volunteers
 - Manage current and new volunteer assignments, schedules, policies and procedures.
 - Volunteer Program administration includes maintaining volunteer files, monitoring records, volunteer hours, program activities, devising forms & systems, compiling statistical data, monthly reporting, annual reports, ensuring physical operation of program and volunteer needs.
 - Review and make recommendations for improvement of program and needs of the department involving volunteers.
 - Coordinate and plan functions and activities for volunteer recognition.
 - Act as a liaison between the volunteers and the department.
 - Counsel, motivate and maintaining working relationships with volunteers.
 - Initiate action on issues arising within the department-affecting volunteers.
 - Work in conjunction with the departments and community organizations;
-

attend Meetings to represent the department, maintaining personal contact with key people.

- Promote volunteerism through media sources such as radio, television, newspaper and other sources.
- Committee member for several projects in the department.

Access Administrators Inc. Administration Department, El Paso, TX 79913

September 1997 through April 2002

Administration Account Representative

Achievements:

- Created a procedural system/operations manual in the Administration Department.
- Received four promotions
- Effectively supervised/managed 13 customer service representatives while the manager was on leave for two weeks.
- Complimented for handling very difficult situations with group members and group administrators.

Responsibilities:

- Conducted weekly meetings and acted as a liaison between the client/group administrator and the plan administrator dealing with matters pertaining to members concerns, complaints and ensuring quality service.
 - Handled large group's inquires/concerns regarding employee's benefit/life health coverage.
 - Conducted and Coordinated new employee orientation, informational sessions of health/dental plans.
 - Acting as a contact for the department and members on matters pertaining to claim irregularities, and benefit interpretations.
 - Internal Human Resource Benefit and Life Specialist, handling the company's individual employees with enrollment and benefit information.
 - County/City/YISD/SISD Health Insurance Onsite Representative.
 - Knowledge of State Laws and regulations concerning HIPPA, Cobra and Flex Administration guidelines.
 - Key in data entry of group administrator, employee and dependent enrollments, benefits, regular updates, employee terminations, and documentation.
 - Maintaining of department records and management of nine large group accounts.
 - Monitor group administrator health/dental accounts and financial balancing of each group accounts, providing monthly summaries, monitoring accounts receivable and records, monitoring premium payments and financial records.
 - Preparing and researching information concerning account/claim irregularities and preparing a final analysis with supporting documentation.
 - Knowledge of interpretation HCFA 1500 claim forms and ICD-CPT coding and UCR tables.
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- Minimal Supervisory Duties

Volunteer Experience

1991 Longevity Lifestyle Research & Associates, Co-Facilitator of Family Training Program

1992 Kids Clubhouse, Pre-K Teacher

2000 Big Brothers Big Sisters of El Paso, Intern Case Manager

2001 Victim Services Response Team, Client & Admin Support

2002 Child Crises Center, Public Educator

2004 American Red Cross, Volunteer Instructor

Education

University of Phoenix, Santa Teresa, NM
Bachelors in Human Services
July 2003

J.M. Hanks High School
H.S. Diploma
May 1993

(Presently attending University of Phoenix and pursuing a Dual Masters Degree in Business Management and Human Resources)

Specialized Training

Medical Terminology, El Paso Community College; Cobra Compliance, El Paso Association of Healthcare Underwriters; Section 125 Cafeteria Plans & HIPPA, A E Roberts Company; Case Management, Elizabeth Senger-Shaw LMSW; Victim Services Response Team, El Paso Police Department; Domestic Violence, Public Agency Training Council; Intern Field Instructor, New Mexico State University; CERT Train the Trainer Program, FEMA Emergency Management Institute; Critical Incident Stress Management, University in Maryland; CPR Instructor Certified, American Red Cross; Dynamics of Effective Interpersonal Communication, Linda Brown Ph. D.; Professionalism in the Office, City of El Paso; Border and Sexual Assault, Texas Association against sexual assault.

References

References are available upon request.
